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BellSouth Telecommunications, Inc.

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February 12, 2001

Mr. David Waddell Executive Secretary Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243-0505

Re: Ap

Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Global Crossing Local Services, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Docket No. 00-00830

20-01107

Dear Mr. Waddell:

Pursuant to the request of the Staff, BellSouth Telecommunications, Inc. and Global Crossing Local Services, Inc. are hereby submitting the enclosed corrected pages from Attachment 2 to the Interconnection Agreement reflecting that the rates are contained in Exhibit "C" to the Attachment rather than Exhibit "D" as indicated in the Table of Contents.

We apologize for any inconvenience this oversight may have caused.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Mr. Chris Poynter, Global Crossing Local Services, Inc.

# ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

#### 1. Introduction

- This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to Global Crossing in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit Agreement.
- 1.2 For purposes of this Agreement, "Network: Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements are consistent with the requirements of the FCC 51.319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
- 1.2.1 Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of Global Crossing to offer telecommunications service in the manner Global Crossing intends.
- 1.2.2 Except upon request by Global Crossing, FellSouth shall not separate requested network elements that BellSouth currently combines.
- 1.2.2.1 Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location.
- 1.3 BellSouth shall, upon request of Global Crossing, and to the extent technically feasible, provide to Global Crossing access to its network elements for the provision of Global Crossing's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- Global Crossing may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Global Crossing chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by Global Crossing for combining to the

designated Global Crossing collocation space. The network elements shall be provided as set forth in this Attachment.

- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.7 Global Crossing will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service.
- 1.8 Standards for Network Elements
- BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.8.2 If one or more of the requirements set fort's in this Agreement are in conflict, the Parties shall mutually agree on which requirement shall apply. If the Parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
- 1.9 Rates

The prices that Global Crossing shall part a BellSouth for Network Elements and Other Services are set forth in Exhibit at C to this Attachment. If Global Crossing purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.10 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

 Unbundled Loops, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loop: and Dark Fiber

- 2.11.2.5 BettSouth shall use its best efforts to make Dark Fiber available to Global Crossing within thirty (30) business days ofter it receives written confirmation from Global Crossing that the Dark Fiber previously deemed available by BettSouth is wanted for use by Global Crossing. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Global Crossing to connect or splice Global Crossing provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 2.11.2.6 Dark Fiber shall meet the manufacturer's Cesign specifications.
- Global Crossing may splice and test Dark Fiber obtained from BellSouth using Global Crossing or Global Crossing designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.
- 2.12 Rates

The prices that Global Crossing shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit MC to this Attachment.

- 2.13 Operational Support Systems (OSS)
- 2.13.1 BellSouth has developed and made available the following electronic interfaces by which Global Crossing may submit LSRs electronically.

LENS Local Exchange Navigation System
EDI Electronic Data Interchange
TAG Telecommunications Access Gateway

2.13.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the	\$3.50	\$3.50
CLEC by one of the OSS interactive interfaces	SOMEC	SOMEC

Incremental charge per LSR received from the	See applicable rate	\$19. <del>99</del>
CLEC by means other than one of the OSS interactive interfaces	clement	SOMAN

### 2.13.3 Denial/Restoral OSS Charge

2.13.3.1 In the event Global Crossing provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

### 2.13.4 <u>Cancellation OSS Charge</u>

2.13.4.1 Global Crossing will incur an OSS charge for an accepted LSR that is later canceled by Global Crossing.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

### 2.13.5 Network Elements and Other Services Marqual Additive

The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit #C.

### 2.14 Preordering Loop Makeup (LMU)

### 2.14.1 Description of Service

- 2.14.1.1 BellSouth shall make available to Global Crossing loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a preordering transaction, distinct from Global Crossing ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.
- 2.14.1.2 BellSouth will provide Global Crossing with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devises, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by Global Crossing for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data

interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

# 2.14.3 LMUSI Types and Associated Charges

Global Crossing may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit XCP |

- 2.14.3.1 Global Crossing will be assessed a nonrecurring charge for each facility queried as specified in the table above. Rates for all mates are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement.
- Global Crossing may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which Global Crossing does not plan to place a UNE local service request (LSR) should be cancelled by Global Crossing. Should Global Crossing wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).
- 2.14.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to Global Crossing for the facility queried. During this holding time and prior to Global Crossing's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure Global Crossing's ability to order the exact facility reserved.
- 2.14.3.4 If Global Crossing does not submit an LSR for a UNE service on a reserved facility within the four-day reservation time frame, the reservation of that spare facility will become invalid and the facility will be released.
- 2.14.3.5 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

# 2.14.4 Ordering of Other UNE Services

Whenever Global Crossing has reserved a facility through BellSouth's preordering LMU service, should Global Crossing seel: to place a subsequent UNE LSR on a reserved facility, Global Crossing shall previde BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., Global Crossing will be billed the appropriate rate element for the specific type UNE loop ordered by Global Crossing as set forth in this Attachment. Global Crossing will not be billed any additional Loop Makeup charges for the loop so ordered. Should Global Crossing choose to place a UNE LSR having previously submitted a request for preordering LMU without a reservation, Global Crossing will be billed the appropriate rate element for the specific UNE loop ordered as well as additional

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Loop Makeun charges as set forth in this Attachment. Rates are provided in Exhibit Kill in this Attachment.

Where Global Crossing submits an LSR to order facilities reserved during the 2.14.4.2 LMUSI process, BellSouth will use its beat efforts to assign to Global Crossing the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by Global Crossing. For those occasions when BellSouth cannot assign the specific facility reserved by Global Crossing during the LIMU pre-ordering transaction, due to incomplete or incorrect information provided by Global Crossing during the ordering process, BellSouth will assign to Global Crossing, subject to availability. a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by Global Crossing. If the ordered loop type is not available, Global Crossing may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.15 Rates

> BellSouth for Network Elements and The prices that Global Crossing shall per Other Services are set forth in Exhibit ME to this Attachment. If Global Crossing purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

Operational Support Systems (OSS) 2.16

> The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

# High Frequency Spectrum Network Electent

#### General 3.1

3.

3.1.1

BellSouth shall provide Global Crossing access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit X Collection shall provide Global Crossing with the High Frequency Spectrum irrespective of whether BeilSouth chooses to offer xDSL services on the

The High Frequency Spectrum is defined at the frequency range above the 3.1.2 voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Global Crossing the ability to provide Digital Subscriber Line ("xDSL") data

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forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

- 3.2.1.2 Once a splitter is installed on behalf of Global Crossing in a central office, Global Crossing shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
- 3.2.1.2.1 BellSouth will bill and Global Crossing shall pay the SOMAN and SOMEC charges as described in Section 2.13 of this Agreement when Global Crossing orders High Frequency Spectrum for end-user service.
- 3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Global Crossing access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide Global Crossing with a carrier notification letter, informing Global Crossing of change. Global Crossing shall purchase ports on the splitter as set forth more fully below.
- BellSouth will install the splitter in (i) a common area close to the Global Crossing collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Global Crossing DSO termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Global Crossing DSO at such time that a Global Crossing end user's service is established.
- The High Frequency Spectrum shall only be available on loops on which 3.2.1.5 BeilSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Global Crossing desires to continue providing xDSL service on such loop, Global Crossing shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Global Crossing desires to continue providing xDSL service on such loop, Global Crossing shall be permitted to continue using the line by purchasing the full stand-alone loop unburdled network element. To the extent commercially practicable, BellSouth shall give Global Crossing notice in a reasonable time prior to disconnect, which notice shall give Global Crossing an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and Global Crossing purchases the full stand-alone loop, Global Crossing may elect the type of loop it will purchase. Global Crossing will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit Attachment. In the event Global Crossing purchases a voice grade loop, Global Crossing acknowledges that such loop may not remain xDSL compatible. ~)#,

- 3.2.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 3.3.1 To order High Frequency Spectrum on a particular loop, Global Crossing must have a DSLAM collocated in the central office that serves the end-user of such loop. Global Crossing may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 3.2.1.1.
- 3.3.2 BellSouth will devise a splitter order form that allows Global Crossing to order splitter ports in increments of 24 ports.
- 3.3.2.1 BellSouth will provide Global Crossing the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When Globol Crossing submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide Global Crossing with access to the High Frequency Spectrum at the following target intervals:
- For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.
- 3.3.4 BellSouth will provide to Global Crossing BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.

BellSouth will provide Global Crossing access to the Preordering Loop Makeup (LMU), in accordance with Section 2.14 of this Agreement. BellSouth shall bill and Global Crossing shall pay the rates for such services, as described in Exhibit X (4)

" Maintenance and Repair

Global Crossing shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Global Crossing may access the loop at the point where the combined voice and data signal exits the central office splitter.

- BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. Global Crossing will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.4.3 Global Crossing shall inform its end users to direct data problems to Global Crossing, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.4.4
- Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.
- 3.4.6
- 3.4.7 In the event Global Crossing's deployment of xDNL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Global Crossing and allow twenty-four (24) hours to cure the trouble. If Global Crossing fails to resolve the trouble, BellSouth may discontinue Global Crossing's access to the High Frequency Spectrum on such loop.
- 3.5 Rates

The prices that Global Crossing shall pay ( BellSouth for Network Elements and Other Services are set forth in Exhibit ( to this Attachment. If Global Crossing purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

3.6 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

4. Switching

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

- 4.1 Local Switching
- 4.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except

as set forth below in Section 4.1.3.3 to Global Crossing for the provision of a telecommunications service. BellSouth thall provide non-discriminatory access to packet switching capability on an unbundled basis to Global Crossing for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.6.

- 4.1.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on Global Crossing regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.
- 4.1.3 Local Circuit Switching Capability, including Tandem Switching Capability

### 4.1.3.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

- Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Global Crossing when Global Crossing serves en 1-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- In the event that Global Crossing orders local circuit switching for a single end user account name at a single physical encluser location with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge Global Crossing the market based rate in Exhibit Make use of the local circuit switching functionality for the affected facilities.

- 4.2.13.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 4.2.13.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 4.2.13.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 4.2.13.4 Tandem Switching shall interconnect with Global Crossing's switch, using twoway trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At Global Crossing's request, Tandem Switching shall record and keep records of traffic for billing.
- 4.2.13.5 Tandem Switching shall provide an alternate final routing pattern for Global Crossing's traffic overflowing from direct end office high usage trunk groups.
- 4.2.13.6 Tandem Switching shall be equal to or better than the requirements for Tandem Switching set forth in the applicable technical references.
- 4.3 AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers
- 4.3.1 BellSouth will provide AIN Selective Carrier Routing at the request of Global Crossing. AIN Selective Carrier Routing will provide Global Crossing with the capability of routing operator calls, 0+ and 0+ and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to prescheeted destinations.
- 4.3.2 Global Crossing shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 4.3.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 4.3.4 Where AIN Selective Carrier Routing is utilized by Global Crossing, the routing of Global Crossing's end user calls shall be pursuant to information provided by Global Crossing and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 4.3.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Global
  Crossing shall remit to BellSouth the Regional Service Order non-recurring
  charges set forth in Exhibit M Cot this Attrohment. There shall be a nonrecurring
  End Office Establishment Charge per office due at the addition of each central

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office where AIN Selective Carrier Routir shall be utilized. Said non-recurring charge shall be as set forth in Exhibit. Con this Attachment. For each Global Crossing end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit. Con this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. Global Crossing shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit. Our this Attachment.

- This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request Form B, AIN\_SCR Central Office Identification Form Form C, AIN\_SCR Routing Options Selection Form Form D, and Routing Combinations Table Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.
- 4.3.7 The non-recurring End Office Establishment Charge will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.
- 4.3.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.
- 4.3.9 Additionally, the AIN Selective Carrier Reuting Per Query Charge will be billed to the client following the normal billing cycle for per query charges.
- 4.3.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc., will be billed per contracted rates.

# 4.4 Packet Switching Capability

#### 4.4.1 Definition

The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

- 4.4.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
- BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- 4.4.2.2 There are no spare copper loops capable of supporting the xDSL services Global Crossing seeks to offer;
- 4.4.2.3 BellSouth has not permitted Global Crossing to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Global Crossing obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and
- 4.4.2.4 BellSouth has deployed packet switching capability for its own use.
- 4.4.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 4.4 Interoffice Transmission Facilities

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to Global Crossing for the provision of a telecommunications service.

4.5 Rates

The prices that Global Crossing shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit (C) in this Attachment. If Global Crossing purchases a service(s) from a tariff, all term and conditions and rates as set forth in such tariff shall apply.

4.6 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

5. Unbundled Network Element Combinations

network elements. The audit shall be conducted by a third party independent auditor, and Global Crossing shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Global Crossing shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Global Crossing is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimburt ment from Global Crossing.

- 5.3.7.4 Global Crossing may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.
- 5.3.8 Rates
- 5,3,8,1 Georgia
- 5.3.8.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit Attachment.
- On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
- To the extent that Global Crossing seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Global Crossing, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.
- 5.3.8.5 All Other States
- 5.3.8.5.1 Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of

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the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit Attachment.

- 5.3.8.6 Multiplexing
- 5.3.8.6.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

# 5.4 Other Network Element Combinations

In the state of Georgia, BellSouth shall make available to Global Crossing, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to Global Crossing, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

### 5.4.2 Rates

### 5.4.2.1 Georgia

- 5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit W Charlens Attachment.
- On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
- To the extent that Global Crossing seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Global Crossing, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

## 5,4-2,2 All Other States

For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit Continus Attachment.

#### 5.5 UNE/Special Access Combinations

Additionally, BellSouth shall make available to Global Crossing a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Global Crossing will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.7.

#### 5.5.2 Rates

5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as 12t forth in Exhibit A Chapt the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

### 5.6 Port/Loop Combinations

- 5.6.1 At Global Crossing's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.
- 5.6.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 5.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Global Crossing if Global Crossing's customer has 4 or more DS0 equivalent lines.
- 5.6.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. DellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:
- in Georgia, BellSouth shall provide to Global Crossing combinations of port and loop network elements to Global Crossing on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit #C of this Attachment.

5.6.2.2

In all other states, BellSouth shall provide to Global Crossing combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2 above. The rates for such combinations stall be the cost based rates set forth in Exhibit A Capables Attachment.

5.6.2.5

In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to Global Crossing combinations of port and loop network elements that are not Currently Combined. The rates for such combinations shall be negotiated by the Porties.

- in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to Global Crossing combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the market based rates at set forth in Exhibit M. C. The rates for not Currently Combined combinations shall be negotiated by the Paries.
- 5.6.3 Combination Offerings
- 5.6.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.3

  2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.4

  2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tendem switching, and tandem trunk port.
- 5.6.3.5

  2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.6

  4-wire DS1 Trunk port, DS1 Loop, unbuncled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7 Rates

The prices that Global Crossing shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit (Catheris Attachment. If Global Crossing purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

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5.8 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

6. Transport, Channelization and Dark Fiber

All of the negotiated rates, terms and concitions set forth in this Section pertain to the provision of unbundled transport and Cark fiber.

- 6.1 Transport
- 6.1.1 Interoffice transmission facility network elements include:
- Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Global Crossing.
- Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;
- 6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.
- 6.2 BellSouth shall:
- 6.2.1 Provide Global Crossing exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
- 6.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Global Crossing could use to provide telecommunications services;

- 6.6.3.3 Global Crossing may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- BellSouth shall use its best efforts to provide to Global Crossing information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Global Crossing ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Global Crossing's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the Dark Fiber will revert to BellSouth's Dark Fiber inventory.
- 6.6.3.5 BellSouth shall use its best efforts to make Dark Fiber available to Global Crossing within thirty (30) business days ofter it receives written confirmation from Global Crossing that the Dark Fiber previously deemed available by BellSouth is wanted for use by Global Crossing. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Global Crossing to connect or splice Global Crossing provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 6.6.3.6 Dark Fiber shall meet the manufacturer's design specifications.
- Global Crossing may splice and test Dark Fiber obtained from BellSouth using Global Crossing or Global Crossing designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.
- 6.7 Rates
- The prices that Global Crossing shall pay to Bell South for Network Elements and Other Services are set forth in Exhibit & Commis Attachment. If Global Crossing purchases a service(s) from a tariff, all terr is and conditions and rates as set forth in such tariff shall apply.
- 6.8 Operational Support Systems (OSS)

  The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.
- 7. BellSouth SWA 8XX Toll Free Disling Ten Dight Screening Service

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

- 7.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database
- The BeilSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that comains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS mamber delivery, dialing number delivery, and other optional complex features as selected by Global Crossing. BellSouth shall provide 8XX TFD in accordance with the following:

### 7.1.2 <u>Technical Requirements</u>

- 7.1.2.1 BellSouth shall provide Global Crossing with access to the 8XX record information located in the 8XX SCP. The EXX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.
- 7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by Global Crossing.
- 7.1.2.3 The SCP shall also provide, at Global Crosring's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:
- 7.1.2.3.1 Network Management,
- 7.1.2.3.2 Customer Sample Collection; and
- 7.1.2.3.3 Service Maintenance.

#### 7.2 Rates

The prices that Global Crossing shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit F.C.17 this Attachment. . If Global

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- BellSouth shall provide Global Crossing performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Global Crossing at least at parity with BellSouth Customer Data. BellSouth shall obtain from Global Crossing the screening information associated with LIDB Data Screening of Global Crossing data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Global Crossing under the BFR/NBR as set forth in General Terms and Conditions.
- 8.2.4.13 BellSouth shall accept queries to LIDB associated with Global Crossing customer records, and shall return responses in accordance with industry standards.
- 8.2.4.14 BellSouth shall provide mean processing time at the LiDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.2.5 Interface Requirements
- 8.2.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 8.2.6.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 8.2.6.2 The CCS interface to LIDB shall be the standard interface described herein.
- 8.2.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 8.3 Rates

The prices that Global Crossing shall pay to BellSotin for Network Elements and Other Services are set forth in Exhibit A.G.) this Attachment. If Global Crossing purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

8.4 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

Signaling

- 9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.13.5 BellSouth shall set message screening parameters to accept messages from Global Crossing local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Global Crossing switching system has a legitimate signaling relation.
- 9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.
- 9.8 Rates

The prices that Global Crossing shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit (C) this Attachment. If Global Crossing purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

9.9 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

- 10. Operator Call Processing, Inward Operator Services and Directory
  Assistance Services
- All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.
- 10.2 Operator Systems
- 10.2.1 <u>Definition.</u> Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.
- 10.3 Operator Service
- 10.3.1 <u>Definition</u>. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not

- 10.7.2.2.1 Name;
- 10.7.2.2.2 Address;
- 10.7.2.2.3 Telephone number, and
- 10.7.2.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).
- 10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Global Crossing requests otherwise and shall be updated if Global Crossing requests, provided Global Crossing supplies BellSouth with the updates.
- 10.7.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 10.7.2.5

  If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
- 10.7.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for Global Crossing end users shall meet inductry standards.

10.8 Rates

The prices that Global Crossing shall pay 1. BellSouth for Network Elements and Other Services are set forth in Exhibit M.C. it this Attachment. If Global Crossing purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

10.9 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

- 11. Cailing Name (CNAM) Database Service
- All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

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The prices that Global Crossing shall pay to BallSouth for Network Elements and Other Services are set forth in Exhibit A Crossing Attachment. If Global Crossing purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

# 11.6 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

### 12 Basic 911 and E911

- All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.
- If Global Crossing orders network elements and other services, then Global Crossing is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

### 12.3 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

### 12.5 Requirements

- Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Global Crossing a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency ancwering position for each municipality subscribing to 911. Global Crossing will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Global Crossing will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Global Crossing will be required to discontinue the Basic 911 procedures and being using E911 procedures.
- E911 Service Provisioning. For E911 service, Global Crossing will be required to install a minimum of two dedicated trunks originating from the Global Crossing serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, D3-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF")

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